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INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of June 15, 1975, among PULLMAN INCORPORATED (Pullman-Standard division), NORTH AMERICAN CAR CORPORATION (each such corporation being hereinafter called a Builder and together called the Builders), REPUBLIC NATIONAL LEASING CORPORATION (hereinafter called the Vendee), and AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO (hereinafter called the Assignee).

WHEREAS the Vendee and the Builders have entered into a Conditional Sale Agreement dated as of April 1, 1975 (hereinafter called the Conditional Sale Agreement);

WHEREAS the Builders and the Assignee have entered into an Agreement and Assignment dated as of April 1, 1975 (hereinafter called the Assignment);

WHEREAS the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 17, 1975, and were assigned recordation numbers 7966 and 7966-B, respectively;

WHEREAS the Vendee and North American Car Corporation, as Lessee (hereinafter in its capacity as Lessee called the Lessee), have entered into a Lease of Railroad Equipment dated as of April 1, 1975, (hereinafter called

the Lease);

WHEREAS the Vendee and the Assignee have entered into an Assignment of Lease and Agreement dated as of April 1, 1975 (hereinafter called the Lease Assignment);

WHEREAS the Lease and the Lease Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 17, 1975, and were assigned recordation numbers 7966-A and 7966-C, respectively; and

WHEREAS the Assignee has given its written consent to this Amendment as evidenced by its execution of this Amendment;

WHEREAS the Purchase Price (as defined in the Conditional Sale Agreement) for the Equipment (as defined in the Conditional Sale Agreement) will exceed \$3,600,000 on the Closing Date (as defined in the Conditional Sale Agreement);

WHEREAS the parties hereto now desire to amend the Conditional Sale Agreement and the Lease to delete certain units of Equipment in order to reduce the aggregate Purchase Price for the remaining Equipment to not more than \$3,600,000.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Conditional Sale Agreement and the Lease are hereby amended to exclude from Annex B to the Conditional Sale Agreement and Schedule A to the Lease four 100-ton capacity covered hopper cars numbered NAHX 476965 through 476968.

2. The Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement and the Lease as though originally set forth therein.

3. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement and § 16 of the Lease.

4. Except as amended hereby, the Conditional Sale Agreement, the Lease, the Assignment and the Lease Assignment shall remain unaltered and in full force and effect.

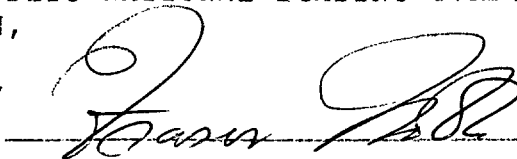
5. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate

seals, duly attested, to be hereunto affixed as of the day
and year first above written.

REPUBLIC NATIONAL LEASING CORPORATION,

by



President

[Corporate Seal]

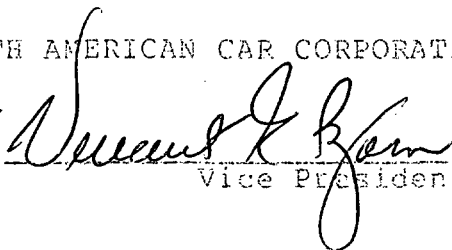
Attest:



Assistant Secretary

NORTH AMERICAN CAR CORPORATION,

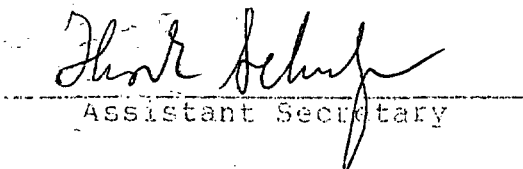
by



Vice President

[Corporate Seal]

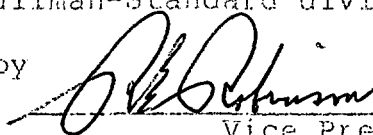
Attest:



Assistant Secretary

PULLMAN INCORPORATED
(Pullman-Standard division),

by



Vice President

[Corporate Seal]

Attest:



Assistant Secretary

AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO, as Assignee,

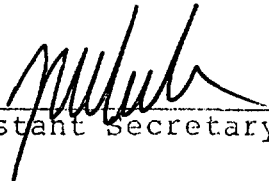
by



Second Vice President

[Corporate Seal]

Attest:



Assistant Secretary

STATE OF TEXAS,)
) ss.:
COUNTY OF DALLAS,)

On this 7th day of July 1975, before me personally appeared Fraser Noble, to me personally known, who, being by me duly sworn, says that he is President of REPUBLIC NATIONAL LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Suzanne G. Cohen
Notary Public

[Notarial Seal]

My Commission expires June 1, 1977

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this *30th* day of *June* 1975, before me personally appeared *Vincent E. Bjin*, to me personally known, who, being by me duly sworn, says that he is Vice President of NORTH AMERICAN CAR CORPORATION that one of the seals affixed to the foregoing instrument is the corporate seal of said company that said instrument was signed and sealed on behalf of said company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Alice R. Noble

Notary Public

[Notarial Seal]

My Commission expires *3/16/79*

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this *30th* day of *June* 1975, before me personally appeared *R. E. Robinson*, to me personally known, who, being by me duly sworn, says that he is Vice President of PULLMAN INCORPORATED (Pullman-Standard division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Willis E. Zink

Notary Public

[Notarial Seal]

My Commission expires *May 1, 1978*

STATE OF ILLINOIS,)
) SS.:
COUNTY OF COOK,)

On this 1st day of July 1975, before me
personally appeared Richard Y. Guthrie, to me
personally known, who, being by me duly sworn, says that
Second
he is Vice President of AMERICAN NATIONAL BANK & TRUST COMPANY
OF CHICAGO, that one of the seals affixed to the foregoing
instrument is the corporate seal of said national bank,
that said instrument was signed and sealed on behalf of
said national bank by authority of its Board of Directors
and he acknowledged that the execution of the foregoing
instrument was the free act and deed of said national bank.

Elsie L. Richardson
Notary Public

[Notarial Seal]

My Commission expires

DECEMBER 18, 1976